IHOR CHYSHKALA · TEMPLATE

Data Processing Agreement

UK GDPR Article 28 terms with the authorised sub-processor list

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Identical to Schedule 4 and Annex 1 of the master agreement, so the two cannot drift. This is a commercial template, not legal advice. Where a client's own DPA applies, that DPA governs.

Data Processing Agreement

This Data Processing Agreement ("DPA") sets out the terms on which Ihor Chyshkala processes Personal Data on the Client's behalf, and forms part of the Master Services Agreement between the parties (the "Agreement").

Interpretation. In this DPA, "Agreement" means the Master Services Agreement between the parties and "Schedule" means this DPA. Capitalised terms have the meanings given in the Agreement. Where this DPA is issued as a template before the Agreement is signed, references to the Agreement are to be read as references to the agreement under which the Services are provided.

Status of this document. This is the standard form. A client receives it with the engagement papers, completed with that client's particulars. Where a client's own DPA applies, that DPA governs and this one does not apply.

1. Roles. The Client is the Controller and Ihor is the Processor in respect of Personal Data that Ihor Processes on the Client's behalf in the course of the Services.

2. Subject matter and duration. The Processing relates to the Services described in the applicable SOW and continues for the duration of that SOW, plus any period during which Ihor retains the Personal Data in accordance with clause 9 below.

3. Nature and purpose. Reviewing and evaluating Vendor proposals; assessing technical capability; maintaining project records, decision logs and reports; communicating with the Client and Vendors; and producing the Deliverables.

4. Categories of data subjects. The Client's personnel and contractors; Vendor personnel and contractors; candidates and references included in Vendor proposals; and any other individuals whose data is included in Client Materials.

5. Categories of Personal Data. Names, business contact details, job titles, employment and engagement history, professional qualifications, CVs and references, rates and availability, and any other Personal Data included in Client Materials or Vendor proposals.

6. Ihor's obligations. Ihor shall:

a. Process the Personal Data only on the Client's documented instructions, including in respect of transfers, unless required otherwise by law;

b. ensure that persons authorised to Process the Personal Data are bound by appropriate confidentiality obligations;

c. implement appropriate technical and organisational measures, including access control, encryption of devices and storage, secure authentication and regular backups;

d. not engage a sub-processor except as permitted by clause 7 of this DPA, and impose equivalent obligations on any authorised sub-processor;

e. assist the Client in responding to Data Subject requests and in meeting its obligations regarding security, breach notification, data protection impact assessments and prior consultation, at the Client's cost;

f. notify the Client without undue delay, and in any event within 24 hours, after becoming aware of a Personal Data Breach;

g. at the Client's choice, delete or return the Personal Data at the end of the Services, and delete existing copies unless retention is required by law; and

h. make available to the Client the information reasonably necessary to demonstrate compliance with this DPA, and allow for one audit per year on reasonable notice, at the Client's cost.

7. Sub-processors and international transfers.

7.1 General authorisation. The Client gives Ihor a general written authorisation to engage the sub-processors listed in Annex 1 to this DPA for the purposes stated there, and to make the international transfers identified in that Annex.

7.2 Changes. Ihor may add or replace a sub-processor by giving the Client 30 days' written notice together with an updated Annex 1. The Client may object on reasonable data protection grounds within that period. If the Client objects, Ihor shall not use that sub-processor for the Client's Personal Data, and the Parties shall discuss an alternative. An update made in accordance with this clause 7.2 constitutes the Client's written agreement for the purposes of clause 11.11.

7.3 Equivalent obligations. Ihor shall impose data protection obligations on each sub-processor that are equivalent to those in this DPA, and remains liable to the Client for the acts and omissions of each sub-processor.

7.4 International transfers. Personal Data may be transferred outside the United Kingdom or the European Economic Area only to a sub-processor listed in Annex 1, and only under the transfer mechanism identified for that sub-processor in Annex 1, such as the UK International Data Transfer Agreement, the UK Addendum to the EU Standard Contractual Clauses, the UK extension to the EU-US Data Privacy Framework, or an adequacy regulation.

8. Liability. Ihor's liability under this DPA is subject to clause 14 of the Agreement.

9. Retention. Ihor may retain Personal Data for the period required by his professional records-retention policy or by law, and shall continue to protect it during that period.

Annex 1 — Authorised sub-processors

This Annex is the general authorisation referred to in clause 7.1. It records the services Ihor may use, and the transfer mechanism for each. Some are active from the Effective Date; others are listed so that they can be adopted without a further notice period if the Client asks for UK-region processing. It may be updated only in accordance with clause 7.2. The contracting entity named for each service is the entity that contracts with Ihor under its data processing agreement. Where two group entities are named, the first contracts for customers in the United Kingdom and the EEA, and the second applies only where the provider's own terms name it. Final deliverables are handed over into the Client's own tenant or repository under clause 11.8; the services below hold working material while the work is in progress.

Category	Provider (contracting entity)	Purpose	Location	Transfer mechanism
Email, calendar and meetings	Google Cloud EMEA Limited / Google LLC (Google Workspace)	Email, calendar and meetings; Drive is used for Ihor's own working material only. Client project files are held in the Client's tenant, never here	EU (Ireland), US	UK extension to the EU-US Data Privacy Framework (EU SCCs as fallback)
AI — Google	Google Cloud EMEA Limited / Google LLC (Gemini API, Vertex AI)	Drafting, summarising and review; paid tier only, no training on inputs; retained only for abuse monitoring	EU, US	UK extension to the EU-US Data Privacy Framework (EU SCCs as fallback)
AI — Microsoft	Microsoft Ireland Operations Limited (Azure OpenAI)	Drafting, summarising and review; not active at the Effective Date; UK South region available where UK-only inference is required	United Kingdom, EU	None where processing stays in UK South; otherwise EU SCCs with the UK Addendum
AI — Amazon	Amazon Web Services EMEA SARL (Amazon Bedrock)	Model hosting, including Claude via Bedrock in the London region; not active at the Effective Date	United Kingdom, EU, US	None where processing stays in London; otherwise EU SCCs with the UK Addendum
AI — OpenAI	OpenAI OpCo, LLC	Drafting, summarising and review; no training on inputs; retained only for abuse monitoring	US	EU SCCs with the UK Addendum

Category	Provider (contracting entity)	Purpose	Location	Transfer mechanism
AI — model access	IC Studio Traders Ltd (company no. 15249470, England and Wales; Ihor is a director)	Holds the Anthropic account through which Ihor uses Claude; acts as Ihor's sub-processor under a written Article 28 agreement that passes on the obligations of this DPA. Its other personnel have no access to Client data	United Kingdom	No transfer outside the UK
AI — Anthropic	Anthropic Ireland, Limited (engaged by IC Studio Traders Ltd)	Drafting, summarising and review; no training on inputs	US	UK adequacy regulation for the EEA (contracting entity in Ireland); EU SCCs with the UK Addendum under Anthropic's DPA where required
AI — OpenRouter	OpenRouter, Inc.	Model routing and inference; zero data retention only, no training on inputs, European endpoint by default; Google models are excluded for Client data	EU (European endpoint), US	Inference through the European endpoint; UK Addendum to the EU SCCs for any processing or access by OpenRouter, Inc. from outside the EEA
Notes and knowledge base	Notion Labs, Inc.	Meeting notes, discovery logs, deliverable drafts	US	EU SCCs with the UK Addendum
Code hosting	GitHub, Inc. (Microsoft)	Repository access for technical review	US	UK extension to the EU-US Data Privacy Framework; EU SCCs with the UK Addendum

Category	Provider (contracting entity)	Purpose	Location	Transfer mechanism
Code hosting and CI (self-hosted)	Contabo GmbH (server operated by Contabo UK Ltd)	Ihor's self-hosted GitLab server: source code repositories, merge requests and CI pipelines for Client projects	United Kingdom (Portsmouth)	No transfer outside the UK
Application hosting	Contabo GmbH (data centre operated by TelemaX Telekommunikation GmbH)	Staging and production environments for Client applications hosted by Ihor, including their databases	Germany (Karlsruhe)	UK adequacy regulation for the EEA; no transfer instrument needed
Invoicing and accounting	Xero (UK) Limited	Invoices, expenses and financial records	UK	No transfer outside the UK